



GAMBURG & BENEDETTO
— ATTORNEYS AT LAW —

September 30, 2024

James De Berardine
Culloo Ent. LLC.
1209 Vine Street
Philadelphia, PA 19107

RE: ENGAGEMENT LETTER – CULLOO ENTERTAINMENT LLC.
BANKRUPTCY

Dear Mr. De Berardine:

Please excuse the formality, but I am required to provide this information to you under the Rules of Professional Responsibility. This letter will confirm the engagement of our firm to provide services on the behalf of the above referenced persons and or entities, and is intended to briefly explain our billing practices. This fee agreement is for the Chapter 11, Subpart 5 bankruptcy filing of Culloo Entertainment LLC.

Our fees are based upon the ethical rules governing our practice. The fees are primarily based on the hourly rates of the attorneys rendering the services and the amount of time spent. The amount of our statement will be the fair value of the services provided, taking into account the time spent by the attorney involved, the type of services we are being asked to perform, any special level of expertise required, the size and scope of the manner and any other relevant considerations. At the time of this writing, Donald Benedetto bills at the hourly rate of \$500 per hour and other associate attorney rates are \$350 per hour. **However, in this matter you have elected to proceed with a flat fee. The fee for the Chapter 11, Subpart 5 filing is \$30,000. Half shall be payable at the time of filing and the balance shall be paid in 90 days. You will be responsible for all filing fees. This fee does not include any costs for other filings such as a conversion to Chapter 7 or any appeals.**

It is our policy to provide to our clients the most effective support systems available, while at the same time allocating the costs of such systems in accordance with the usage of the services by individual clients. Therefore, in addition to our fees for legal services, we also charge separately for certain costs and expense disbursements, including messenger, courier or other communication costs; document reproductions; computer research facilities; teleconferencing and telefax costs. Costs and expenses incurred from third party vendors are also billed to the client.

Other costs for which our clients are billed are any payments to governmental agencies, costs of depositions, translators, etc. Where we consider the amount of these costs to be substantial, we will require an advance retainer covering these costs. These funds will be held in trust until such time as they are utilized and any surplus will be returned to you or applied at your direction.

Our bills are rendered monthly and in the case of work charged on an hourly basis will show the dates specific services are provided, the attorney performing the work, the amount of time spent and the attorney's hourly rate. In certain matters, attorneys outside of the firm may be contracted to work on your case. A portion of your fee paid to the firm may be in turn directed to them which will be noted appropriately. In this matter, Joseph Rutala, Esq., shall serve as co-counsel and a portion of the fee will be directed to him. Invoices are payable when rendered. We reserve the right to withhold further work on your matter(s) until the account is current or other arrangements have been made. In addition, we reserve the right to withdraw from further representation on any delinquent account.

We appreciate the opportunity to be of service to you, now and in the future. Our goal is to provide legal services on the most cost-efficient basis as possible. If you have any questions, either regarding your case or any billing statement, we encourage you to contact us. Please sign this letter in the space below and return it to the office at your earliest convenience.

Yours sincerely,

Gamburg & Benedetto

CLIENT SIGNATURE:

Name: